

IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF SOUTH CAROLINA
ORANGEBURG DIVISION

LaTonya K. White,

Plaintiff,

v.

Orangeburg High School for Health
Professionals; Derwin Farr, Principal/Exec.
Dir., in his Official Capacity; and Shanna
White, in her Official Capacity,

Defendants.

C/A No. 5:24-cv-4071-SAL-SVH

ORDER

Plaintiff LaTonya K. White filed this action on July 22, 2024. ECF No. 1. In her second amended complaint, she states claims for retaliation and hostile work environment under 42 U.S.C. § 1981 and state law claims for breach of contract and breach of contract accompanied by a fraudulent act. ECF No. 16. This matter is before the court on the Report and Recommendation (the “Report”) issued by United States Magistrate Judge Shiva V. Hodges, made in accordance with 28 U.S.C. § 636(b) and Local Civil Rule 73.02(B)(2) (D.S.C.), recommending that the court grant Defendants’ motion to dismiss, ECF No. 18, solely as to Plaintiff’s breach of contract claims. ECF No. 22. Neither party filed objections to the Report, and the time for doing so has expired.

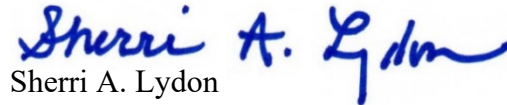
The magistrate judge makes only a recommendation to this court. The recommendation has no presumptive weight, and the responsibility to make a final determination remains with this court. *See Mathews v. Weber*, 423 U.S. 261, 270–71 (1976). The court is charged with making a *de novo* determination of only those portions of the Report that have been specifically objected to, and the court may accept, reject, or modify the Report, in whole or in part. 28 U.S.C. § 636(b)(1). In the absence of objections, the court is not required to provide an explanation for adopting the

Report and must “only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.” *Diamond v. Colonial Life & Acc. Ins. Co.*, 416 F.3d 310, 315 (4th Cir. 2005) (citing Fed. R. Civ. P. 72 advisory committee’s note).

After reviewing the Report, the applicable law, and the record of this case in accordance with the above standard, the court finds no clear error, adopts the Report, ECF No. 22, and incorporates it by reference herein. As a result, Defendants’ motion to dismiss, ECF No. 18, is **GRANTED in part**. Plaintiff’s breach of contract claims are **DISMISSED** without prejudice, and this matter remains with the magistrate judge for further preliminary matters.

IT IS SO ORDERED.

December 26, 2024
Columbia, South Carolina


Sherri A. Lydon
United States District Judge